
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2017-O-04**

**AN ORDINANCE APPROVING THE NOTICE OF TERMINATION OF THE
INTERGOVERNMENTAL AGREEMENT FOR THE SOUTHEAST DUPAGE
COUNTY COMMUNICATIONS AND RADIO NETWORKS**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN J. MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

TRUSTEES

ORDINANCE NO. 2017-O-04

AN ORDINANCE APPROVING THE NOTICE OF TERMINATION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE SOUTHEAST DUPAGE COUNTY COMMUNICATIONS AND RADIO NETWORKS

WHEREAS, the Village of Willow Springs (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contracts to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the “*Act*”) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, the Village has previously entered into an Intergovernmental Agreement between the Villages of Clarendon Hills, Downers Grove, Westmont, Hinsdale, the Tri-State Fire Protection District and DuPage Public Safety Communications for the Southeast DuPage County Communications and Radio Networks, dated June 17, 2013; and

WHEREAS, the parties to the Intergovernmental Agreement for the Southeast DuPage County Communications and Radio Networks wish to terminate the Intergovernmental Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Willow Springs find it is in the best interest of the health, safety and welfare of the residents for the Village to approve the Notice of Termination of the Intergovernmental Agreement for the Southeast DuPage County Communications and Radio Networks attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The Notice of Termination, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this President and Board of Trustees, with such necessary changes as may be approved by the President, Village Administrator and Village Attorney.

Section 3: The President and Village Clerk are hereby authorized and directed to execute and deliver the Notice of Termination and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

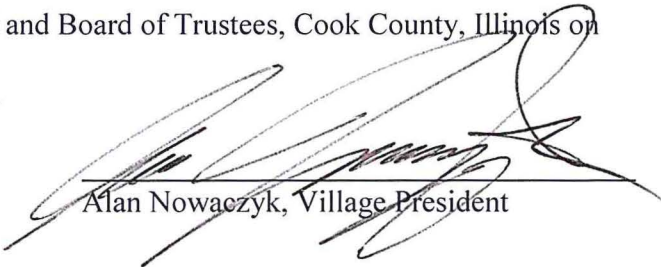
Section 6: This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally left blank)

ADOPTED by the President and Board of Trustees of the Village of Willow Springs,
Cook County, Illinois this 26th. day of January 2017, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Kaptur	✓			✓
Imbarrato	✓			✓
Maloney	✓			✓
Stanphill	-	-	✓	-
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	5	0	1	6

APPROVED by the President and Board of Trustees, Cook County, Illinois on
this 26th. day of January 2017.


Alan Nowaczyk, Village President

ATTEST:


Adena Baskovich, Village Clerk

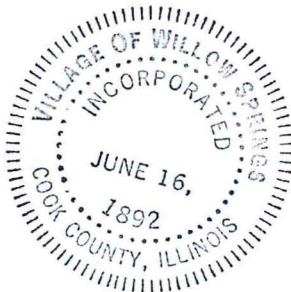
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of ORDINANCE No. 2017-O-04 "AN ORDINANCE APPROVING THE NOTICE OF TERMINATION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE SOUTHEAST DUPAGE COUNTY COMMUNICATIONS AND RADIO NETWORKS" adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on January 26, 2017.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 26th. day of January, 2017.



Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

EXHIBIT A
Notice of Termination

NOTICE OF TERMINATION

This notice shall serve as Notice of Termination pursuant to Section 21 of the Intergovernmental Agreement ("IGA") between the Villages of Clarendon Hills, Downers Grove, Westmont, Hinsdale and Willow Springs, the Tri-State Fire Protection District and DuPage Public Safety Communications (DUCOMM) for the Southeast DuPage County Communications and Radio Networks, dated June 17, 2013 (the "IGA").

Upon termination of the IGA the parties agree that the shared equipment and assets will be distributed and maintained as follows:

1. The shared equipment shall be distributed in accordance with Exhibit A, attached hereto and incorporated herein by reference. Each party shall promptly approve a resolution, ordinance or other locally-acceptable authorization to release said shared equipment to DUCOMM and/or Addison Consolidated Dispatch Center ("ACDC").
2. The shared equipment that is transferred to ACDC and/or DUCOMM shall remain in the physical location where it is located on the date of this Notice of Termination for a minimum of ten years, unless ACDC and DUCOMM mutually agree otherwise. After ten years, ACDC or DUCOMM may remove, dispose of or repurpose the shared equipment as it deems appropriate. Each party hereto shall continue to maintain their own physical location where the shared equipment is located (as set forth in Exhibit A) and shall continue to provide site coordination and access to ACDC and/or DUCOMM and shall continue to provide security for said shared equipment.
3. Certain pieces of equipment are to remain the property of individual entities as set forth in Exhibit A. Those pieces of equipment found under individual headers in Exhibit A of this Agreement are considered to be non-shared assets and shall remain the sole property of each respective entity. It may be repurposed or relocated for any public safety purpose in support of agencies within the DuPage Emergency Telephone System Board (hereinafter "DuPage ETSB") as the individual entity, in its sole discretion, deems appropriate.
4. As of the date of this Notice of Termination, ABeep Radio is maintaining a credit of approximately \$20,000 and a spare antenna (worth approximately \$1500) (the "credit") for maintenance and repair of the existing system. Upon the termination of the IGA, the credit shall be equally divided among ACDC and DUCOMM for any costs associated with the modifications or repairs to the microwave system or the shared equipment. The credit shall remain at ABeep as a credit for the future use of ACDC or DUCOMM. This Notice of Termination shall be sent to A Beep as authorization by the parties hereto to transfer the credit equally among ACDC and DUCOMM.
5. ACDC and DUCOMM are authorized to provide access on the radio system that they control to entities who were not parties to the IGA.

Upon termination the IGA shall be declared null and void and all parties shall be relieved of all obligations contained therein.

IN WITNESS HEREOF, the parties have set their hands and seals on the dates shown below.

VILLAGE OF CLARENDON HILLS

Date: _____, 2017

Len Austin

Village President

Attest:

Dawn Tandle

Village Clerk

VILLAGE OF WESTMONT

Date: _____, 2017

Ronald Gunter

Mayor

Attest:

Virginia Szymiski

Village Clerk

VILLAGE OF DOWNERS GROVE

Date: _____, 2017

Martin T. Tully

Mayor

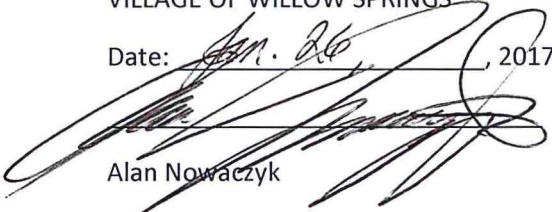
Attest:

April Holden

Village Clerk


VILLAGE OF WILLOW SPRINGS

Date: Jan. 26, 2017


Alan Nowaczyk

Mayor

Attest:


Adena Baskovich

Village Clerk

TRI STATE FIRE PROTECTION DISTRICT

Date: _____, 2017

Eric Habercross

President

Attest:

Bob Jewell

Secretary

DUPAGE PUBLIC SAFETY
COMMUNICATIONS

Date: _____, 2017

Brian Tegtmeyer

Executive Director

Attest:

Christine Keifer

Notary

VILLAGE OF HINSDALE

Date: _____, 2017

Thomas K. Cauley

Village President

Attest:

Christine Bruton

Village Clerk